

REGISTER OF
CONTRACT AGREEMENTS



CONTRACT AGREEMENT NO: CA97/1

TITLE: Comet Express Sydney PUD Contract Carriers

I.R.C. NO: 96/6155

DATE APPROVED/COMMENCEMENT: 3 December 1996

TERM: 36 months

NEW AGREEMENT OR
VARIATION: New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 5

COVERAGE/DESCRIPTION OF

EMPLOYEES: To apply to Contract Carriers at and from Comet/Kwikasair Express Sydney Operations

PARTIES: Comet/Kwikasair Express -&- Transport Workers' Union of Australia, New South Wales Branch

**AGREEMENT IN ACCORDANCE WITH CHAPTER 6, PART 3
OF THE INDUSTRIAL RELATIONS ACT, 1996.**

BETWEEN

THE TRANSPORT WORKERS' UNION OF AUSTRALIA

NEW SOUTH WALES BRANCH

AND

COMET/KWIKASAIR EXPRESS

**A DIVISION OF TNT AUSTRALIA PTY LTD
(ACN 000 495 269)**



Agreement to vary the Section 675 Agreement (Agreement No 3 of 1993 filed with the Office of the Industrial Registrar on 9th March 1993) as varied was reached by the parties on 11th November 1996. (Refer to in Schedule 1).

It is the intention of the parties that Schedule 1 shall be filed with the Office of the Industrial Registrar in accordance with sub-section 1 of section 324 of the New South Wales Industrial Relations Act 1996.

The Section 675 Agreement as varied shall be further varied by the terms contained in Schedule 1 and where an inconsistency between Schedule 1 and the S.675 Agreement as varied occurs, the terms of Schedule 1 shall prevail.

The parties understand the effect of the terms of the Agreement contained in Schedule 1 and further note the parties did not enter the Agreement under duress.

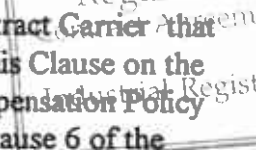
Registered
Contract Agreement
Industrial Registrar

Schedule 1

Memorandum of Agreement 12th November 1996

Ex-2.
Principal
Australia
to claim
2/12/96

The following is agreed between the Principal Contractor and Members of the Transport Workers Union of Australia NSW Branch who are engaged as Contract Carriers at and from Comet/Kwikasair Express Sydney Operations for a period of 3 (three) years:-

1. (a) The Principal Contractor shall pay once per annum each Contract Carrier that is a corporation up to the amount noted in Paragraph (b) of this Clause on the proviso each such Contract Carrier takes out a Workers Compensation Policy for the nominated and/or a substitute driver/s as defined in Clause 6 of the Agreement for the relevant corporation. On providing satisfactory evidence to the Principal Contractor that the required Workers Compensation Policy has been taken out by the Contract Carrier, the Principal Contractor shall add to any fees for service to the Contract Carrier for the following week the sum of money spent by the Contract Carrier on acquiring the required Workers Compensation Policy.

- (b) The Amount referred to in sub-clause (a) shall be calculated by applying the industry average percentage for the classification of business or industry activity specified as "carrying and carting" (currently 8.8%) to the relevant labour component of the fees for service (currently \$32,927.60 per annum) plus the mandatory Dust Diseases Levy (currently .13% of the relevant labour component). In subsequent years, if the industry average or mandatory Dust Disease Levy referred to herein varies, then the varied percentage shall be applied to the relevant labour component of the fees for service.
2. (a) The Insurance Policy known as "personal sick and accident policy" currently partially reimbursed by the Principal Contractor to all Contract Carriers shall no longer be re-imbursed by the Principal Contractor.

(b) As a consequence of this Clause, Paragraph (v) of Sub-clause (a), Clause 7, Insurance, found on Page 12 of the Agreement shall no longer apply to Contract Carriers and the Principal Contractor.
3. The 4.08% claim currently before Commissioner Connor in matter no. CC2065 of 1996 shall be treated as settled and the TWU and its members commit that no future claims shall be made for any portion of the 4.08% increase.
4. The TWU NSW Branch shall formally request that the proceedings before Commissioner Connor in CC2065 of 1996 be terminated as the matter has been settled.
5. The parties shall discuss on a without prejudice basis the possibility of converting the balance of non incorporated Contract Carriers to incorporated contract carriers on an agreed basis.

SIGNED ON BEHALF OF CONTRACT CARRIER MEMBERS OF
THE TWU NSW BRANCH :

R ELLIS

[Signature]
WITNESS

DATE:

14. 11. 96
Shane Davis
Printed name of Witness

D ETCHELLS

D. Etchells
WITNESS

DATE:

14-11-96
Shane Davis
Printed name of Witness

K WYBRON

[Signature]
WITNESS

DATE:

14-11-96
Shane Davis
Printed name of Witness

I BARKER

[Signature]
WITNESS

DATE:

14-11-96
Shane Davis
Printed name of Witness



SIGNED FOR AND ON BEHALF OF THE TRANSPORT
WORKERS' UNION OF AUSTRALIA, NEW SOUTH WALES
BRANCH BY S. HUTCHINS, SECRETARY, IN THE PRESENCE
OF :

S HUTCHINS

S. Hutchins
WITNESS

DATE:

20/11/96
Andrew Metcalfe
Printed name of Witness

[Signature]
[Signature]

6. All existing incorporated Contract Carriers agree that they shall not convert to a partnership, sole trader or some other entity without the Agreement of the Principal Contractor.
7. The contents of this Memorandum of Agreement shall be incorporated into the Agreement applying to Contract Carriers in accordance with the Industrial Relations Act, 1996.

Registered
Contract Agreement

Industrial Registrar

Definitions

RU 21/11/96
 "Agreement" shall mean Agreement No.3 of 1993 as varied. ~~Agreement No.3 of 1994~~ was initially lodged with the Office of the Industrial Registrar on 9th March 1993. Variations to the Agreement include:-

- (a) Agreement No.9 of 1994, Registered with the Office of the Industrial Registrar on 26th August, 1994; and
- (b) Agreement No.9 of 1995, Registered with the Office of the Industrial Registrar on 13th April, 1995

"Principal Contractor" shall mean Comet/Kwikasair Express or any other trading name which may apply from time to time, a Division of TNT Australia Pty Ltd (ACN 000 495 269).

SIGNED ON BEHALF OF THE PRINCIPAL CONTRACTOR BY:

D. GRONOW



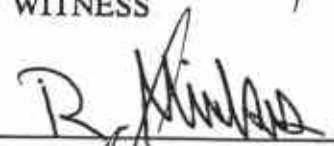
Date: 14/11/96

C. M. Daveney

C. M. DAVENEY
Printed name of Witness

WITNESS

R MINKUS



Date: 11/11/96

W. J. Gross

W. J. GROSS
Printed name of Witness

WITNESS

